

HARGIS

Core Pleadings

IN FRANKLIN COUNTY COMMON PLEAS COURT, OHIO

LARRY HARGIS

3116 NE MAYFLOWER
LAWTON, OK 73507

(CASE NO.: _____)

(JUDGE: _____)

PLAINTIFF

- VS -

COMPLAINT AND JURY DEMAND
(BREACH OF CONTRACT AND
WARRANTIES)

CUMMINS, INC.

c/o CORPORATION SERVICE COMPANY, S/A
50 WEST BROAD STREET, SUITE 1330
COLUMBUS, OHIO 43215

AND

DAIMLER TRUCKS NORTH AMERICA, LLC
c/o CT CORPORATION SYSTEM, S/A
1300 EAST NINTH STREET
CLEVELAND, OHIO 44114

DEFENDANTS

PRELIMINARY STATEMENT

1. This case is about a 2013 Freightliner Cascadia with engine defects which was manufactured, distributed, and warranted by Daimler Trucks North America, LLC and Cummins, Inc.
2. This case involves claims for breach of contract and warranty asserted under the Uniform Commercial Code.

IDENTIFICATION OF PARTIES

3. Plaintiff is a natural person residing in Oklahoma.

EXHIBIT A

4. Defendant Cummins, Inc. is an Indiana corporation with its principal place of business in Indiana.
5. Defendant Daimler Trucks North America, LLC is an Oregon corporation with its principle place of business in Oregon.

FIRST CLAIM: BREACH OF CONTRACT & WARRANTIES

6. This case involves the sale of 2013 Freightliner Cascadia truck that has experienced repeated engine conditions and defects since the day that Plaintiff purchased it on May 3, 2013. This motor vehicle cost Plaintiff over \$229,850, but its mechanical defects have rendered it unreliable and unfit for the ordinary purpose for which such vehicles are used and for the particular purpose for which it was to be used. In fact, Plaintiff purchased this particular motor vehicle from Fyda Freightliner Columbus, Inc. based on the representations of Defendant Cummins, Inc. and Defendant Daimler Trucks North America, LLC that it was suitable for the his type of work. Plaintiff relies on this motor vehicle for his livelihood which Defendants knew, but because of the serious defects and failed repair attempts, he has been left without the use of this motor vehicle, resulting in lost wages. Moreover, Plaintiff has been required to pay for repairs which should have been covered under the Cummins, Inc. and/or Defendant Daimler Trucks North America, LLC warranty.
6. This claim is for breach of contract and express and implied warranties by Cummins, Inc. and Defendant Daimler Trucks North America, LLC.
7. Defendant Cummins, Inc. was, and is, an Indiana corporation with a principal place of business in Indiana, doing business in Ohio and throughout the United

States, and a merchant under the Ohio Commercial Code. Defendant Cummins, Inc. contracted to supply services or goods within the State of Ohio, and derived substantial revenue from the sale of those services or goods.

8. Defendant Daimler Trucks North America, LLC was, and is, an Oregon corporation with a principal place of business in Oregon, doing business in Ohio and throughout the United States, and a merchant under the Ohio Commercial Code. Defendant Daimler Trucks North America, LLC contracted to supply services or goods within the State of Ohio, and derived substantial revenue from the sale of those services or goods.
8. Fyda Freightliner Columbus, Inc. was, and is, an Ohio corporation with a principal place of business in Ohio, doing business in Ohio, a merchant under the Ohio Commercial Code, and a franchised and/or authorized Daimler Trucks North America, LLC and Cummins, Inc. dealership and/or representative and/or agent.
9. On or about May 3, 2013 the parties entered into a written contract for the sale of a 2013 Freightliner Cascadia motor vehicle, Vin # 1FUJGEBG6DLBL7368, in Columbus, Ohio. Plaintiff agreed to purchase the 2013 Freightliner Cascadia from Fyda Freightliner Columbus, Inc., and Fyda Freightliner Columbus, Inc. agreed to sell it to Plaintiff. As part of the deal CH Brown agreed to finance the transaction and Defendants Cummins, Inc. and Daimler Trucks North America, LLC each agreed to warrant the truck to be free from defects and malfunctions and to be fit for its ordinary use.
10. A copy of some of the sales papers is attached as Exhibit 1.
11. A copy of the Cummins, Inc. and Daimler Trucks North America, LLC warranties

in this case are not attached, for the reason that they are in the possession of and available to the Defendants. Plaintiff will produce the warranties upon request, during discovery, and admit the warranties as evidence at trial.

12. A copy of the repair orders for the truck are attached as Exhibit 2.
13. The sales documents were signed in Columbus, Ohio and the motor vehicle was delivered to Plaintiff in Columbus, Ohio, and within the jurisdiction of this Court.
14. The 2013 Freightliner Cascadia was manufactured, and/or distributed, by Defendant Cummins, Inc. and Defendant Daimler Trucks North America, LLC.
15. Plaintiff purchased the motor vehicle in reliance on the representations and/or warranties from Defendants described herein. At the date of sale, Plaintiff believed that the parties making said warranties and/or representations, or their respective authorized and/or franchised dealers or representatives, would honor said warranties in a timely and proper manner.
16. Through its advertising and otherwise, Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. each represented that the motor vehicles that it built were fit for the purpose for which they were designed, that they were safe and suitable for their intended designed use, and that they were reliably operable for commercial transportation and use.
17. After purchasing the motor vehicle, Plaintiff discovered that it did not conform to the representations and/or warranties of Defendant Daimler Trucks North America, LLC or Defendant Cummins, Inc. The motor vehicle developed continuing engine related malfunctions, defects, and problems, including, but not limited to: engine warning light illuminates, turbo exhaust leak, loss of power, inoperative fuel gauge, and engine fan stays on all the time. Additional defects

include, but are not limited to: lower trailer lights inoperative, no power to 7 way connection, cab driver seat broken, GI flashes on start, valve/brake adjustment, daytime running light recall, twin air control panel, Thetford control panel, Norcold handle replacement, airbag system malfunctioning, inoperative cigarette lighter, floor lights inoperative, and more.

18. The above conditions of this motor vehicle constitute a breach of Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc.'s warranties with Plaintiff.
19. Plaintiff purchased the motor vehicle in reliance upon the belief that Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. possessed a high degree of manufacturing skill and judgment, and a high degree of skill and judgment in the sale and operation of commercial trucks.
20. Plaintiff provided both Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. and/or one or more of Defendants' authorized and/or franchised dealers or representatives and/or agents, with a reasonable number of opportunities to repair the motor vehicle, but Defendants, and/or one or more of Defendants' authorized and/or franchised dealers or representatives, neglected, failed, refused, or otherwise have been unable to do within a reasonable amount of time, or a reasonable number of attempts.
21. As a result of the above facts, Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. each breached their respective contracts and expressed and implied warranties to Plaintiff.
22. Defendant Daimler Trucks North America, LLC and Defendant Cummins, Inc. had notice of the breaches, and of the condition of the motor vehicle, within a

reasonable amount of time.

23. The malfunctions and defects in the motor vehicle severely and substantially impaired its value to Plaintiff.
24. Plaintiff suffered, and shall continue to suffer, actual, incidental, and consequential damages as a result of the inability or other failure of Defendant Daimler Trucks North America, LLC and/or Defendant Cummins, Inc. to repair or replace the motor vehicle or refund its price.
25. At the date of the initial transaction, all parties contemplated that Plaintiff would make commercial use of the goods which were the subject of the sale and that if the motor vehicle proved defective and was consequently out of service, then Plaintiff would lose income as a direct and proximate result thereof. Plaintiff has lost income as a result of Defendant Daimler Trucks North America, LLC's and Defendant Cummins, Inc.'s breaches.

WHEREFORE, judgment is demanded against the Defendants Daimler Trucks North America, LLC and Cummins, Inc., jointly and severally, as applicable according with the allegations above, hereinafter, as deemed proper and lawful by the Court, as follows:

PRAYER FOR RELIEF

Actual, and other damages, remedies, and relief as deemed proper and lawful by the Court, and judgment against Defendants in an amount within the jurisdiction of this Court;

Plus on each and every claim, expenses of suit and litigation, interest from the

date the contract was consummated, reasonable attorney fees, and for judgment against the Defendants in an amount to be determined as legal and proper by the Court together with any and all other legal and equitable relief deemed necessary and just, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

Plaintiff hereby demands trial by jury on all issues and all claims.

Respectfully submitted,



RONALD L. BURDGE (0015609)
ELIZABETH AHERN WELLS (0078320)
Attorneys for Plaintiff
2299 Miamisburg-Centerville Road
Dayton, Ohio 45459-3817
Telephone: 937.432.9500
Facsimile: 937.432.9503
Email: Ron@OhioLemonLaw.com
Beth@OhioLemonLaw.com

www.TruckLemonLaw.com

P. 003



DATE _____

5/3/2013

1250 Walcutt Road
Columbus, Ohio 43228
Phone (614) 851-0002 FAX (614) 851-0011



THE MILEAGE ON THE ODOMETER IS _____ AND IS / IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

(1) New 2013 FREIGHTLINER CASCADIA TRACTOR WITH 144" ART SLEEPER	229,850.00
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GROSS TRADE ALLOWANCE		63000		EXEMPT SALES TAX		EXEMPT	
BALANCE OWED TO:		0		REGISTRATION FEE		150	
NET TRADE ALLOWANCE (Equity)		63000		FEDERAL EXCISE TAX		Included	
ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY AND INSPECTION BY OUR SERVICE DEPARTMENT. GROSS TRADE-IN ALLOWANCE MAY VARY AS A RESULT OF SUCH APPRAISAL.				TOTAL PRICE		230,000	
TRADE:				NET TRADE-IN ALLOWANCE		(63,000)	
YEAR 2005		MAKE PETE		MODEL 379 EX		CASH BACK TO CUSTOMER	
SERIAL NO. SN881778		ENG. CAT		<input type="checkbox"/> COE <input checked="" type="checkbox"/> SLEEPER <input type="checkbox"/> S.A. <input checked="" type="checkbox"/> CONV. <input type="checkbox"/> NON-SLEEPER <input type="checkbox"/> T.A.		BALANCE 13,000	
FINANCED BY PAUL OFF				RECEIPT NO.		AMOUNT OF DEPOSIT	
THE MILEAGE ON THE ODOMETER IS _____ AND IS/AS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.							
CONDITION OF TRADE							
PURCHASER'S SIGNATURE: [Signature]							
						BALANCE DUE	

SIGNATURE _____

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

DEALER'S ACCEPTANCE OF THIS WARRANTY IS PART OF THIS ORDER.

IF THIS ORDER IS FOR A USED VEHICLE, THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgment (the "Acknowledgment"), is signed by Purchaser and Dealer, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized by Dealer unless otherwise specified in this Order and acknowledged by Dealer. Collectively, this Order, the Acknowledgment, and any Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him/her for the purchase of the motor vehicle(s) described in this Order except as is stated in this Order. Purchaser hereby acknowledges that he/she has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are a part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER LARRY G. HARGIS
 BY [Signature]

SALESMAN DAVE KLEIN

ACCEPTED BY Tae Woodley

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DPAI FR

FYDA FREIGHTLINER COLUMBUS, INC.
1250 WALCUTT ROAD
COLUMBUS, OH 43228
Phone: 6148510002 Fax: 6148510011

Date

05/06/2013

Invoice Number

V001008793

Sold-To Cus Id 76936

LARRY G. HARGIS
2191 MONTAVON RD
WEST BROOKLYN, IL 61378

Phone: 6106622381

Salesperson	Sales Manager
DAVE KLEIN	DAVE KLEIN
	TONY APOLLONIO

Unit ID	VIN	Year	Model	Make	New/Used	Odometer
204958	1FUJGEBG6DLBL7368	2013	Freightliner	CASCADIA	NEW	286

Selling Price: 229,850.00

OTHER 2: N/A

Registration Fee(s): 150.00

Finance Doc Fee: N/A

Sales Tax: N/A

Total Cash Price: 230,000.00

Trade Information	Unit ID	VIN	Year	Model	Make	New/Used	Odometer
	224196	1XP5DB9X95N881778	2005	PETERBILT	CONVENTIONAL		0

Trade Allowance: 63,000.00

Trade Payoff: N/A

Trade Equity 63,000.00

CASH BAIL TO CUSTOMER Cash Down: -13,000.00

Rebates: N/A

Total Down Payment 60,000.00

Total Charges: 180,000.00

Customer Signature/Date:



55 Dealers in 11 States, www.mhctruck.com

SERVICING DEALERSHIP

TEXAS KENWORTH CO. DBA

MHC KENWORTH - WACO
3331 GREIG DRIVE
P O BOX 1089 (HEWITT, TX 76643)
ROBINSON, TX 76706
1-254-662-2100

REPAIR ORDER INVOICE

Customer Number: 5482	Phone: (800) 348-3732	Invoice Number: R00623700181299
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Tax Status	Terms	P.O.#	Service Date	Invoice Date
TAX	CASH	REQUIRED	1/11/2014	2/13/2014



North American Van Lines Inc
Accounts Payable
PO Box 12668
Fort Wayne IN 46864

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
1FUJGEBG6DLBL7368	230101	FRTL	2013		52650

OPERATION 1

COMPLAINT: CHECK AND ADVISE: RED CHECK ENGINE LIGHT ON .
VMRS CODE: 04-045-021-003-06-20
04-043-006-017-06-20
CORRECTION: INSPECT-ELECTRONIC CONTROL MODULE (ECM) - ELECTRONIC
ENGINE CONTROL-ELECTRONIC ENGINE CONTROLS-LUBRICATION OR
OIL SOAKED
INSPECT-DPF FILTER - DIESEL PARTICULATE, EXHAUST-EXHAUST
AFTER-TREATMENT DEVICES-LUBRICATION OR OIL SOAKED
CONNECTED TO ECM AND FOUND ACTIVE FAULT CODES
2387-VGT ACTUATOR DRIVER CIRCUIT MECHANICAL
SYSTEM NOT RESPONDING, 3616-ENGINE VGT NOZZLE
POSITION MECHANICAL SYSTEM NOT RESPONDING.
REMOVED CAC PIPING AND EXHAUST PIPING FROM TUR
B O AND FOUND IT TO BE OIL SOAKED. FOUND
TURBO I S FAULTY AND PUT 2 GALLONS OF OIL
INTO EXHAUST SYSTEM, DPF, AND SCR. REMOVED
DPF AND FOUND I T TO BE OIL SOAKED. STARTED
CUMMINS CLAIM WITH CONTROL # 3097493.



CONTINUED

TERMS AND CONDITIONS OF THIS SALE ARE SET FORTH BELOW AND THOSE CONTAINED AT www.mhctruck.com WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

1. PAYMENT: Customer shall pay Dealer the total amount (plus on the Order, which shall be due in cash upon the lender by Dealer to Customer of the Parts, unless and until credit terms for Customer are approved in a writing signed by a corporate officer or authorized manager of the Dealer. For Customers whose credit has been duly approved in advance by Dealer in a writing signed by a corporate officer or authorized manager of Dealer, the amount due in full for the Parts shall be due at the time of delivery of the Parts. The terms and provisions of any such Credit Agreement signed by Customer are incorporated herein.

2. ARBITRATION: Any controversy or claim arising out of or relating to the Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions as set forth in the Terms and Conditions contained at www.mhctruck.com/dealers.htm.

Customer Copy

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MHC260RO (07/07)



56 Dealers in 11 States, www.mhctruck.com

SERVICING DEALERSHIP

TEXAS KENWORTH CO, DBA

MHC KENWORTH - WACO

3331 GREIG DRIVE

P O BOX 1089 (HEWITT, TX 76843)

ROBINSON, TX 76706

1-254-662-2100

REPAIR ORDER INVOICE

Customer Number: 5482	Phone: (800) 348-3732	Invoice Number: R00623700181289
Tax Status: TAX	Terms: CASH	P.O.: REQUIRED
		Service Date: 1/11/2014
		Invoice Date: 2/13/2014

OPERATION 1

CUMMINS ADVISED TO R&R TURBO , DPf, SCR, BOTH NOX SENSORS, CHECK AND CLEAN DOSER IF POSSIBLE AND CHECK FOR FUTHER PROGRESSIVE DAMAGE. INSPECTED DPf FOR PART # AND DID NO T FIND ONE. CONTACTED CUMMINS, FRTLNR AND COUN D NOT FIND PART #. CUSTOMER ADVISED FRTLNR SAID TO GET TRUCK TOWED TO FRTLNR SHOP. SECURED PARTS FOR TOW COMPANY TO PICK UP TRUCK. NO WARRANTY WILL BE PAID FOR INCOMPLET E REPAIRS. CONTACTED CUMMINS REP AND GOT FURTHER ASSISTANCE FROM CUMMINS TO COME UP WITH PART NUMBER, SCR HAD TO BE BUILT. ORDER DPf, DOC AND SCR. REPLACE DPf DOC SCR, NOX INLET AND OUTLET SENSOR AND DPf DIFFERENTIAL PRESSURE SENSOR PER TROUBLESHOOTING FOR OIL SOAKED. RUN REGEN, REGEN RAN SUCCESSFULLY. ADVISE CUSTOMER STILL HAS CEL FOR AMBIANT AIR TEMP SENSOR. THIS IS OEM PART AND IS COVERED BY FREIGHTLINER WARRANTY. CUSTOMER WILL TAKE TO OEM.

Labor -- 1,140.80
100% Warranty -- 1,140.80
Labor Total -- .00

RX2882111NX	TURBOCHARG.	1	1,700.25	1,700.25
CX2882111NX	TURBOCHARG.	1	1,487.07	1,487.07
CR2882111NX	SUPERCEDED TO CR2882111	1-	1,487.07	1,487.07
RX2871578RX	FILTER, PAR.	1	1,410.42	1,410.42
CX2871578RX	FILTER, PAR.	1	3,317.31	3,317.31
CR2871578RX	FILTER, PAR.	1-	3,717.67	3,717.67
RX5289745NX	INLET MODULE	1	3,503.36	3,503.36
CX5289745NX	CORE INLETMODULE	1	619.23	619.23
CR5289745NX	CORE INLETMODULE	1-	693.97	693.97
4329105	DEVICE, AFTERTREATMENT	1	4,234.00	4,234.00
2894943CUM	SENSOR-NITROGEN OXIDE	1	438.55	438.55
2894939CUM	SENSOR-NITROGEN OXIDE	1	342.61	342.61
2871453CUM	GASKET-AFM DEVICE	2	32.55	65.10
2885889CUM	ISOLATER-THERMAL	1	11.48	11.48
2885890CUM	GASKET, AF.	1	9.20	9.20
2871960	SENSOR, PRE.	1	50.66	50.66

CONTINUED

TERMS AND CONDITIONS OF THIS SALE ARE SET FORTH BELOW AND THOSE CONTAINED AT www.mhctruck.com WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

1. PAYMENT: Customer shall pay Dealer the total amount listed on this order, which shall be due in cash upon the tender by Dealer to Customer of the Parts, unless and until credit terms for Customer are approved in a writing signed by a corporate officer or authorized manager of the Dealer. For Customers whose credit has been duly approved in advance by Dealer in a writing signed by a corporate officer or authorized manager of Dealer, the amounts due to Dealer for the Parts shall be in accordance with the terms of the Credit Agreement executed by Customer in connection with applying for credit with Dealer. The terms and provisions of any such Credit Agreement signed by Customer are incorporated herein. An interest charge of 1.5% per month will be charged on past due balances.

2. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in the Terms and Conditions contained at www.mhctruck.com/dealerterms.

Customer Copy

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SERVICING DEALERSHIP

TEXAS KENWORTH CO, DBA

MHC KENWORTH - WACO

3331 GREIG DRIVE

P O BOX 1089 (HEWITT, TX 76643)

ROBINSON, TX 76706

1-254-662-2100

REPAIR ORDER INVOICE

Customer Number: 5492	Phone: (800) 348-3732	Invoice Number: R00623700181299
-----------------------	-----------------------	---------------------------------

Tax Status	Term	P.O.#	Service Date	Invoice Date
TAX	CASH	REQUIRED	1/11/2014	2/13/2014

OPERATION 1

EC3501
3687334CUM
500004741

COOLANT-CLIMATECH 50/5
SENSOR, NIT.
LUBRICANT-OIL ROTELLA

1	18.26	18.26
1	438.55	438.55
2	17.57	35.14
	Parts --	11,782.48
	100% Warranty --	11,782.48
	Parts Total --	.00
Total Operation 1	--	.00



Partners

JOHN DEERE CAT



Labor Total 1,140.80
Parts Total 11,782.48
Warranty 12,923.28

TOTAL DUE .00

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2. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions as set forth in the Terms and Conditions contained at www.mhctruck.com/dealers/terms.

Customer Copy

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MHC25CRO (07/07)

OD567 - L15



TRUCK CENTER COMPANIES

WICHITA, KS

2955 S West Street · P.O. Box 13298

Wichita, KS 67213-0298

(316) 945-5600

(800) 373-6055



RETURN POLICY: All claims and returned goods must be accompanied by this invoice and in their original packaging. All returns may be subject to a handling fee. To ensure full credit, all cores must be returned in their original container within 30 days of the original purchase date and meet vendor core requirements. Returns after 30 days and returns on electrical or special order parts are not allowed.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
24 SEP 14		24 SEP 14	24 SEP 14	610854E

S
O
L
D
T
O

ACCOUNT NO. [REDACTED]

PAGE 1 OF 1

CUST DECLINED INFO

P NONE

123

OMAHA, NE 68127

T O

SHIP VIA		EMPLOYEE	SLSM.	B/L NO.	TERMS	F.O.B. POINT	
W/C3		2381	HOU		CASH	WICHITA, KS	
QUANTITY	PART NO.	DESCRIPTION	LIST	NET	AMOUNT	BIN	
1	0	FUSE	ATO FUSE	2.46	1.25	1.25	BK1A
						TOTALS	
Now you can pay online! It is quick & easy. Select Make A Payment at the bottom of our website truckcentercompanies.com . Mastercard/Visa/Discover				PARTS		1.25	
				SUBLET			
				FREIGHT		0.00	
				SALES TAX		0.09	
				TOTAL		\$1.34	
CUSTOMER'S SIGNATURE							
(402) 592-2440				X			

PRINTED NAME: _____

DEALER CODE SCFD

REMIT TO TRUCK CENTER COMPANIES
PO BOX 27379
OMAHA, NE 68127-0379

CUSTOMER COPY

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047
OD567 - L16

(Billing Address)
**DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC**
 P.O. BOX 201150
 SAN ANTONIO, TX 78220-1150
 (210)-666-6665



(Physical Address)
**DOGGETT FREIGHTLINER
 OF SOUTH TEXAS, LLC**
 8700 IH 10 EAST
 CONVERSE, TX 78109
 210-666-6665

Page 1 of 1

Bill-To Customer 70097

LARRY HARGIS
SAN ANTONIO, TX 78220-1150

(610) 662-2381

Owner 70097
LARRY HARGIS
SAN ANTONIO, TX 78220-1150

Service Order

R101008093

P.O. Number

Invoice Date

Make: CASCADIA Model: CASCADIA Year: 13
 V.I.N: 1FUJGEBG6DLBL7368
 Vehicle ID # 214749 Fleet # 230101
 JEID: 2796395 3:59:54PM 9/26/2014

TAG# 3756

Date In	Date In Service	Mileage	Date Out	Bill Type	Terms	Writer	Reviewer
09/26/2014	05/09/2013	103,598	09/26/2014	CP	CASH	8592	

Job# A00

GENERAL

Condition NO POWER GOING TO 7 WAY CONNECTOR - CUSTOMER SAID HE HAS NO LOWER TRAILER LIGHTS.
 CHECK AND ADVISE

Correction brought unit inside shop and check the seven way cord had no power so check fuse and relay on the same chassis so had power some did not so followed the cord and unit has pdm under the cab so check there for power and all fuse and relay had power but not nothing on the seven way cord going to send unit to electric tech. CHECKED OPERATION. HOOKED UP TO THE TRUCK VIA DIAGNOSTIC LINK 8 AND CHECKED THE I/O TEMPLATES THAT MONITOR THE OUTPUTS TO THE TRAILER CIRCUITS OF SAMCHASSIS. FOUND THAT THERE IS POWER SENT FROM SAMCHASSIS. TRUCK IS SET WITH END OF FRAME PIGTAIL SET UP AND THERE IS AN AUX FUSE PANEL UNDER CAB/BUNK. CHECKED AND FOUND THAT THE OUTPUT PLUG AND INPUT PLUGS WERE NOT PUSHED IN ALL OF THE WAY. FOUND THAT THERE WAS A LOT OF STRESS ON THE HARNESS WHICH CAUSED THE PLUG TO BE PULLED OUT. GAVE THE HARNESS SOME MORE SLACK AND ALSO CHECKED TO MAKE SURE NONE OF THE CAVITY PINS WERE DAMAGED. ALL OK. PLUGGED HARNESS BACK IN AND RECHECKED OPERATION. ALL OK NOW. HAD DRIVER VERIFY. ALL OK NOW-THANKS

NOW-THANKS					
Qty	Item	Description	Tech	Price	Extended
		LABOR TO PERFORM REPAIRS	8145		240.00
	Total Labor	240.00	Total Parts	0.00	Total 240.00

IN THE EVENT THAT THE WORK REFLECTED ON THIS REPAIR ORDER IS CLAIMED TO BE WARRANTY WORK, THE CUSTOMER SHALL REMAIN LIABLE FOR THE AMOUNT DUE UNTIL SUCH WARRANTY WORK IS PAID FOR BY THE MANUFACTURER

CUSTOMER APPROVES ANY ADDITIONAL WARRANTY WORK DEEMED NECESSARY BY SERVICE MANAGER.

Customer Signature X

Labor: 240.00
 Parts: 0.00
 Sublet: 0.00
 Misc. Charges: 0.00
 Admin. Fee: 29.00
 Shop Environmental Fee: 24.00
 Taxes: 1.98
Total: 294.98

Please Remit Payment to:
**DOGGETT FREIGHTLINER OF
 SOUTH TEXAS, LLC**
 MAIL TO: P.O. BOX 201150
 SAN ANTONIO, TX 78220-1150

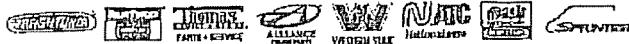


Doggett Freightliner of South Texas, LLC.
 DBA: Select Trucks of San Antonio
 8700 IH 10 East Bldg.#1
 Converse, TX 78109
 (210) 666-6665



Doggett Freightliner of South Texas, LLC.
 12002 FM 1472
 Laredo, TX 78045
 (956) 723-7473

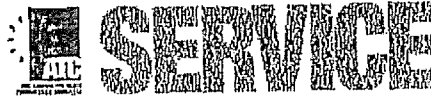
OD567 - L17



CUSTOMER #: 206100
UNIT# 230101

10008202

INVOICE



DALLAS SOUTH SERVICE
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

HARGIS LARKY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME:610-662-2381 CONT:610-662-2381

PAGE 1

SERVICE ADVISOR: 3208 Jacob Garvin

BUS:		CELL:		SERVICE ADVISOR: 3208 JACOB GARVIE			
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	13	FREIGHTLINER CASCADI	1FUJGEBG6DLBL7368		119392/119392	T7260	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09MAY13	IS		17:00 12DEC14	NEED	0.00	CASH	11DEC14
RO OPENED		READY		OPTIONS: ENG:79583826			

16:20 10DEC14 12:16 11DEC14

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A INSPECT: CAB AND SHEET METAL--DRIVER SEAT BROKEN

0200006 INSPECT: CAB AND SHEET METAL

3456 Torres, Hector LIC#: 50727

CPS

3237 Rocha, Juan LIC#: 25649

CPS

393.00 393.00

2 SET/188900MW65 SEAT LEGACY SIL HB 2W AIR LUM
GRY ULTLTR

1450.00

1 SMC/KV2T07-00 TEE UNION QC 1/4

4.05

PARTS: 1454.05 LABOR: 393.00 OTHER: 0.00 TOTAL LINE A: 1847.05

119392 12/10/2014 3456 DISCONNECTED ELECTRICAL CONNECTORS AND AIR
LINES FROM BOTH SEATS. REMOVED BELTS AND BUCKLES FROM SEATS AND REMOVED
SEATS. INSTALLED NEW SEATS AND CONNECTED AIR LINES. HAD TO CHANGE T ON
PASSENGER SIDE FOR AIR LINES BECAUSE AIR LINE FROM NEW SEAT WOULD NOT
STAY CONNECTED. NEW SEATS DID NOT HAVE ELECTRICAL CONNECTORS TO
CONNECT. INFORMED FOREMAN. TUCKED CONNECTORS BEHIND FIRE EXTINGUISHER
AND BOX FOR MARKERS. BUILD UP AIR PRESSURE AND CHECKED FOR LEAKS. NO
AIR LEAKS WERE FOUND. TECH 3237 12.11.14 INSPECT UNIT OK SEATS OK.

* [] CASH [] CREDIT CARD [X] CHECK-UTA *
* [] CHECK-WF [] CHARGE [] PINNACLE *
* CHECK NO. INITIALS *

Truck Repairs

IMPORTANT INFORMATION ABOUT WARRANTIES and RETURNS: The Around The Clock Freightliner Group, LLC ("ATC"), hereby expressly disclaims all warranties, express or implied, including any implied, including any implied warranty of merchantability or fitness for a particular purpose. ATC neither assumes nor authorizes any other person to assume for it any liability in connection with the item(s) sold or work performed relating to this transaction. In no event shall ATC be liable for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties, either express or implied, made by the manufacturers on items sold by ATC may apply. ATC may assist Customer in making claims against such manufacturers, if requested by Customer. All claims for returned merchandise and cores must be made accompanied by the applicable invoice within 30 days of purchase. VENUE: All disputes due for purchases from ATC are payable at the place of purchase Dallas, TX 75220-3790. It is further agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

DESCRIPTION	TOTALS
LABOR AMOUNT	393.00
PARTS AMOUNT	1454.05
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	00.00
TOTAL CHARGES	1886.35
LESS INSURANCE	0.00
SALES TAX	123.20
PLEASE PAY THIS AMOUNT	2009.55

X
Customer Signature

REMIT ALL PAYMENTS TO:
ATC Freightliner Group
P.O. BOX 203796 / DALLAS, TX 75220-3796

CUSTOMER COPY

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047
OD567 - L18

10021499C



INVOICE

PREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

PAGE 1

CUSTOMER #: 206100
UNIT# 230101HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

SERVICE ADVISOR: 3786 Jason P Hipps

HOME:610-662-2381			CONF:610-662-2381			SERVICE ADVISOR: 3786 Jason P Hipes		
BUS:			CELL:					
COLOR:	YEAR:	MAKE/MODEL:		VIN:	LICENSE:	MILEAGE IN / OUT:		TAG:
	13	FREIGHTLINER CASCADI		1FUJGEBG6DLBL7368		186722/188722		T7112
DEL DATE:	PROD DATE:	WARR EXP:	PROMISED:	PO NO:	RATE:	PAYMENT:		INV DATE:
C9MAY13 IS			17:00 11NOV15		0.00	CASH		13NOV15
R.O. OPENED:		READY:		OPTIONS: ENG:79583826				

LINE	OPCODE	TECH	TYP3	HOURS	LIST	NET	TOTAL
A	EXPRESS ASSESSMENT	GOAL OF 2 HOURS OR LESS COMPLAINT: G7 FLASHES					

WHEN STARTING / DASH FAULTS

CAUSE: INTERVAL NOT SET

9955555 EXPRESS ASSESSMENT: GOAL OF 2 HOURS OR LESS

3554 SPARGER, DEREK LIC#: 55624
CPS2256 Norris, Tony LIC#: 19449
CPS3739 MARTIN, CHARLES L LIC#: 61916
CPS

139.00 139.00

PARTS: 0.00 LABOR: 139.00 OTHER: 0.00 TOTAL LINE A: 139.00

188722
3554

PULLED TRUCK IN SHOP AND INSPECTED WRITE UP. TRUCK SEARCHES FOR 1ST GEAR AND BEEPS A FEW TIMES THEN SETTLES IN NEUTRAL. NOT SURE IF THIS IS NORMAL. LOOKED THROUGH ROADRANGER TO FIND IF THERE WAS ANY OPERATION MANUAL BUT COULDN'T FIND ANYTHING IN IT. HOOKED UP SERVICE RANGER AND TRUCK HAS NO FAULT CODES. SOFTWARE WAS NOT UP TO DATE SO UPDATED.

3554
TALKED TO JASON AND FOUND OUT ITS ACTUALLY G1 AND NOT G1, LIGHT IS FOR GREASE INTERVAL AND GOES OFF OF MILEAGE. GREASED TRANS AND RESET INTERVAL.

11/13/15 3739 LOCATED UNIT AND INSPECTED UNIT FOR QC AND TEST DRIVE. TOOK ON TEST DRIVE AND CAME BACK RE-INSPECTED UNIT. UNIT PASS QC

B EXHAUST OUTLET ON TURBO IS LEAKING

CAUSE: CLAMP

4300006 INSPECT: EXHAUST SYSTEM

3554 SPARGER, DEREK LIC#: 55624
CPS

3215 Ramirez, Abel LIC#: 45060

IMPORTANT INFORMATION ABOUT WARRANTIES AND RETURNS: Premier Truck Group (PTG), hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. PTG neither assumes nor authorizes any other person to assume for it any liability in connection with the item(s) sold or work performed relating to this transaction. In no event shall PTG be liable for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties, either express or implied made by the manufacturers on items sold by PTG may apply. PTG may assist Customer in making claims against such manufacturers, if requested by Customer. All Claims for returned merchandise and cores must be made accompanied by the application invoice within 30 days of purchase. PTG and its agents and employees are not to be held liable for any claims or damages arising out of this transaction in the State of Texas.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X
Customer SignatureREMIT ALL PAYMENTS TO:
PREMIER TRUCK GROUP
PO BOX 203758 / DALLAS, TX 75220-3758

CUSTOMER COPY

OD567 - L19

CUSTOMER #: 206100
UNIT# 230101

10021499C



PREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

INVOICE

PAGE 2

HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

SERVICE ADVISOR: 3786 Jason P Hipps

BUS:		CELL:		SERVICE ADVISOR: 3788 Gasol			
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	13	FREIGHTLINER CASCADI	1FUJGEBG6DLBL7368		188722/188722	T7112	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09MAY13	IS		17:00 11NOV15		0.00	CASH	13NOV15
PRO OPENED		BEADY		OPTIONS: ENG: 79583826			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			CPS			319.70	319.70

1 4966441 GASKET, EXH OUT CONNECTION
NIS CUMMINS DALLAS HAS 14.62
1 4966454 CLAMP, V BAND
NIS CUMMINS DALLAS HAS 27.03
1 2880214 GASKET, EXH OUT CONNECTION 8.54
1 2880212 CLAMP, V BAND 26.04
76.23 LABOR: 319.70 OTHER: 0.00 TOTAL LINE B: 395.93

PARTS:

188722
3554

RAN TRUCK AND FOUND EXHAUST LEAK AT CLAMP BEHIND TURBO GOT QUOTE TO
REPLACE GASKET AND CLAMP.

-----11-13-2015-----

REPLACED THE GASKET AND CLAMP BEHIND THE TURBO AND NOTICED THAT THE
CLAMP ON THE OUTLET SIDE OF THE INTERMEDIATE PIPE WITH LOOSE AND
LEAKING ALSO. GOT GASKET AND CLAMP FOR THE OUTLET SIDE OF THE
INTERMEDIATE PIPE AND INSTALLED THEM ON THE UNIT.

C VALVE ADJUSTMENT / JAKE BRAKE ADJUSTMENT

CAUSE: ADJUSTMENT DUE

4500006 INSPECT: POWER PLANT

3215 Ramirez, Abel LIC#: 45060

CPS

PARTS:

0.00 LABOR:

550.00 OTHER:

550.00 TOTAL LINE C:

550.00
550.00

188722

-----11-13-2015-----3215

REMOVED THE AIR FILTER HOUSING AND THE MOUNTING BRACKETS. REMOVED
THE EGR CROSS OVER PIPE AND THE VALVE COVER. REMOVED THE INTAKE PIPING.
BARRED ENGINE OVER. RAN OVER HEAD AND SET ENGINE BRAKES. INSTALLED THE
VALVE COVER AND THE CROSS OVER PIPE INSTALLED THE AIR FILTER MOUNTING
BRACKETS. INSTALLED THE AIR FILTER HOUSING. INSTALLED THE INTAKE
PIPING.

IMPORTANT INFORMATION ABOUT WARRANTIES and RETURNS: Premier Truck Group (PTG), hereby expressly
disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a
particular purpose. PTG neither assumes nor authorizes any other person to assume for it any liability in
connection with the item(s) sold or work performed relating to this transaction. IN no event shall PTG be liable
for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties,
either express or implied made by the manufacturers on items sold by PTG may apply. PTG may assist
Customer in making claims against such manufacturers, if requested by Customer. All Claims for returned
merchandise and cores must be made accompanied by the application invoice within 30 days of purchase.
VENUE: It is agreed that this agreement is entered into in the State of TEXAS and is governed by the laws of
the State of Texas.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SALES TAX	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X

Customer Signature

REMIT ALL PAYMENTS TO:
PREMIER TRUCK GROUP
PO BOX 203790 DALLAS, TX 75320-3700

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047
OD567 - L20CUSTOMER #: 206100
UNIT# 230101

10021499C



INVOICE

PREMIER TRUCK GROUP OF D
4200 PORT BLVD
DALLAS TX 75241
(972) 225-4300

PAGE 3

HARGIS LARRY
5249 CEDARBRUSH DR
FORT WORTH, TX 76123
HOME: 610-662-2381 CONT: 610-662-2381
BUS: CELL:

SERVICE ADVISOR: 3786 Jason P Hipps

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	13	FREIGHTLINER CASCADI	1FUJGEBG6DLBL7368		188722/188722	T7112
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO/NO	RATE	PAYMENT
09MAY13 IS			17:00 1-NOV15		0.00	CASH
NO OPENED	READY	OPTIONS: ENG: 79583826				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D	FL641-A	DAYTIME	RUNNING	LIGHTS	RECALL		
CAUSE: RECALL							
0200006 INSPECT: CAB AND SHEET METAL							
3215 Ramirez, Abel LIC#: 45060							

PARTS: 0.00
 188722
 11-13-2015-----3215-----
 CONNECTED WITH DIAG LINKS AND SAVED PARAMETERS. CONNECTED WITH
 SERVER AND UPDATED SOFTWARE ON THE SAM CAB AND SAM CHASSIS. IMPORTED
 PARAMETERS.

 CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 115.31

* [] CASH [] CREDIT CARD [] CHECK-UTA *
 * [] CHECK-WF [] CHARGE [] PINNACLE *
 * CHECK NO. INITIALS *

Premier Truck Group of Dallas
PAID

NOV 13 2015

Cash Check Charge
 Cashier

IMPORTANT INFORMATION ABOUT WARRANTIES and RETURNS: Premier Truck Group (PTG), hereby expressly
 disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a
 particular purpose. PTG neither assumes nor authorizes any other person to assume for it any liability in
 connection with the item(s) sold or work performed relating to this transaction. IN no event shall PTG be liable
 for any incidental or consequential damages or any commercial loss arising out of this transaction. Warranties,
 either express or implied made by the manufacturers on items sold by PTG may apply. PTG may assist
 Customer in making claims against such manufacturers, if requested by Customer. All Claims for returned
 merchandise and cores must be made accompanied by the application invoice within 30 days of purchase.
 Service: It is noted that this agreement is entered into in the State of TEXAS and is governed by the laws of
 the State of Texas.

DESCRIPTION	TOTALS
LABOR AMOUNT	1008.70
PARTS AMOUNT	76.23
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	115.31
TOTAL CHARGES	1200.24
LESS INSURANCE	0.0
SALES TAX	15.79
PLEASE PAY THIS AMOUNT	1216.03

REMIT ALL PAYMENTS TO:
 PREMIER TRUCK GROUP
 PO BOX 203787 / DALLAS, TX 75220-3788

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047

OD567 - L21

TRUCK CENTER CO. #3
2955 S WEST STREET
WICHITA, KS 67213

02/20/2016

CREDIT CARD

VISA SALE

CARD #
Chip Card:
Chip Card AID:
ATC:
TC:
INVOICE
SEQ #:
Batch #:
Approval Code:
Entry Method:
Mode:XXXXXX7624
VISA DEBIT
A000000031010
0006
630900FE51FA8A24
689524
0014
000867
004212
Chip Read
Issuer

\$103.74

**CK CENTER**
COMPANIES

WICHITA, KS

Vest Street • P.O. Box 13298

Wichita, KS 67213-0298

(316) 945-5600

(800) 373-6055

be accompanied by this invoice and in their original packaging. All returns may be subject to a
turned in their original container within 30 days of the original purchase date and meet vendor
30 days and returns on electrical or special order parts are not allowed.

ED	INVOICE DATE	INVOICE NUMBER
16	20 FEB 16	689524E

CUSTOMER COPY

SHIP
TO

NONE

PAGE 1 OF 1

OMAHA, NE 68127

SHIP VIA	EMPLOYEE	SLSM.	B/L NO.	TERMS	F.O.B. POINT
W/C	2311	HOU		CASH	WICHITA, KS
PART NO.	DESCRIPTION	LIST	NET	AMOUNT	BIN
1	PHM/30-4920	ABS 15FT.	165.07	96.50	96.50
ANY NEW PARTS PURCHASED FOR INSTALLATION ON NEW VEHICLES PURCHASED WITHIN THE FIRST 6 MONTHS MAY BE SUBJECT TO RET. CUSTOMER IS RESPONSIBLE FOR THE PAYMENT DIRECTLY TO THE IRS.					TOTALS
Now you can pay online! It is quick & easy. Select Make A Payment at the bottom of our website truckcentercompanies.com Mastercard/Visa/Discover					
CUSTOMER'S SIGNATURE					
(402) 592-2440					
PARTS					96.50
SUBLET					
FREIGHT					0.00
SALES TAX					7.24
TOTAL					\$103.74

PRINTED NAME: _____

DEALER CODE SCFD

REMIT TO TRUCK CENTER COMPANIES
PO BOX 27379
OMAHA, NE 68127-0379

CUSTOMER COPY

OD567 - L22



DOONAN TRUCK & EQUIPMENT INC.


 NO 4203
 (316) 722-6034
 (888) 366-6267

NAME		DATE			
ADDRESS		P.O.#		Time out In	
CITY		STATE		Unit No.	
CREDIT CARD #		Expiration Date		Security Code	
Billing Zip		Driver			
Model Year		Vehicle Description		Ending Mileage	
Make		Color		Model	
VIN		Unit #		Starting Mileage	
Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Wrecked <input type="checkbox"/> Stripped <input type="checkbox"/> Burned		Total Mileage			
Check Exterior Damage: <input type="checkbox"/> Front <input type="checkbox"/> Rear <input checked="" type="checkbox"/> Left Side <input type="checkbox"/> Right Side					

Articles in Vehicle:

REMARKS:

Called out to 911 (610-1111) to 1-317 11-11
 1-317 11-11 1-317 11-11 1-317 11-11 1-317 11-11
 1-317 11-11 1-317 11-11 1-317 11-11 1-317 11-11

DESCRIPTION OF PAYMENT METHOD:

Levy / 610-1111 2381

THE UNDERSIGNED authorizes listed services and acknowledges that carrier is not responsible for loss or damage due to acts beyond the control of the carrier or when services are performed under supervision of others.

X

SIGNATURE

IMPOUNDED BY

DATE

RELEASED BY

DATE

LOT NO.

KEY:

☐ YES ☐ NO

PEG NO.

CHARGES

HOOKUP	\$ 600.00
RECOVERY	\$
DRIVESHAFT/AXLE	\$
WINCH	\$
SERVICE CALL	\$
MILEAGE	\$ 120.00
PARTS	\$ 5.00
FUEL SURCHARGE	\$
STORAGE	\$
OTHER	\$
TAX	\$
TOTAL	\$ 725.00



ARI - Legacy Sleepers

860 North Tuscany Drive

PO Box 246

Shipshewana, IN 46565

USA

"Leading The Industry To Excellence!"

Invoice

Invoice Number:
18213Invoice Date:
Apr 14, 2016Page:
1Phone: (260) 768-4704
Fax: (260) 768-4903

Sold To:

Larry Hargis
70 Laurel Drive
Greensburg, PA 15601

Ship to:

Larry Hargis
Customer Pick Up

Customer ID		Customer PO		Payment Terms	
HARGIS_L-001				C.O.D.	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		Cust. Pickup		4/14/16	4/14/16
Quantity	Description	Unit Price		Extension	
1.00	Parts - Replaced Twin Air Control Panel	269.00		269.00	
0.50	Labor - Replaced Twin Air Control Panel	95.00		47.50	
1.00	Parts - Replaced Thetford Control Panel	70.40		70.40	
0.50	Labor - Replaced Thetford Control Panel	95.00		47.50	
1.00	Parts - Replaced Norcold Handle	31.25		31.25	
0.25	Labor - Replaced Norcold Handle	95.00		23.75	
1.00	Parts - Full Generator Service & Clean Spark Arrestor	106.00		106.00	
1.25	Labor - Full Generator Service & Clean Spark Arrestor	95.00		118.75	

Check/Credit Memo No

Mileage: 128082

Tractor Serial #: 1F0JGEBG6DLBI7368

DOT Number: 070851

Sleeper Serial #: 05120941

Generator Hours:

Subtotal 714.15

FET

Shipping & Handling

Total Invoice Amount 714.15

Payment/Credit Applied

TOTAL 714.15

0D567 - L24



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 3

SERVICE INVOICE



SERVICE INVOICE

SS750054892:01

Bill-To Customer 1039321
LARRY HARGIS
3116 NE MAYFLOWER AVE
LAWTON, OK 73507

Owner 1039321
LARRY HARGIS
3116 NE MAYFLOWER AVE
LAWTON, OK 73507

P.O. Number / Auth#

Pinnacle / CBS#

Vehicle Unit ID # DLBL7368

Inv Limit
0.00

V.I.N. 1FUJGEBG6DLBL7368

Customer Fleet ID 230101

Year 13

Make FTL

Model CASCADIA

Invoice Date

07/21/2016

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
07/15/2016	236,985	SCC	COD	756381	756381	05/09/2013	(610) 862-2381

*BODY COMPLAINT

1
Claim Number

Condition CHECK & ADVISE, FUEL GAUGE DOES NOT WORK, STAYS ON EMPTY

Cause Connection

Correction Had to jump start truck to get it in the shop. Noted that gauge makes the self check at key on. Connected DDDL to checked fuel gauge. Had active code for fuel gauge circuit open. Checked fuel gauge and found that it was unplugged. Plugged connector into fuel sending unit, gauge works with connector plugged in.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		55.00

Total Labor: 55.00

Total Parts/Other: 0.00

Operation Total: 55.00

*BODY COMPLAINT

2
Claim Number

Condition CHECK THE AIR BAG ON THE DRIVERS SEAT & ADVISE

Cause Air Bag Blown

Correction Blocked seat up to access air bag. Checked air bag for leak. Found that the supply fitting to air bag is broken. Ordered air bag. Installed air bag into seat, tested for air leaks and operation, no issues with chair

Qty	Item	Description	Price	Extended
		Labor to perform repairs		165.00
1	750V/FI W02 358 7208	AIR BAG	48.99	48.99
1	FRT	FREIGHT	16.00	16.00

Total Labor: 165.00

Total Parts/Other: 64.99

Operation Total: 229.99



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 2 of 3

SERVICE INVOICE

SERVICE INVOICE

SS750054892:01

*BODY COMPLAINT

3

Claim Number

Condition

CHECK & ADVISE FOR BOTH OF THE CIGARETTE LIGHTERS ON THE DASH DO NOT WORK, & THE FLOOR LIGHTS
DO NOT WORK, THESE STOPPED WORKING @ THE SAME TIME.

Cause

Batteries Failed kicking low voltage disconnect to outlets.

Correction

checked fuses and found multiple fuses burnt for dash receptacles 12 volt plugs, rechecked connected to diagnostic link and
found batteries have low voltage, tested batteries, all batteries fail test did not recommend charging, removed and replaced
batteries, cleaned terminals off of corrosion, sprayed battery terminal protector on all terminals, shows full power at batteries
checked for power at cigarette power sources and still no power,

Qty	Item	Description	Price	Extended
		Labor to perform repairs		220.00
4	750V/EPM AE1131XMF	12-VOLT STARTING BATTERY	99.95	399.80
3	750X/MIN25	FUSE	1.68	5.04
4	BATT	BATTERY FEE	3.00	12.00

Total Labor: 220.00 Total Parts/Other: 416.84 Operation Total: 636.84

*OTHER ENGINE COMPLAINT

4

Claim Number

Condition

CHECK & ADVISE FOR THE ENGINE FAN STAYS ON ALL THE TIME

Cause

Solenoid Failed

Correction

tested plug for power and ground when engine is running, have 12 volt in one and ground in the other plug, tested solenoid
with power probe and suspect a fail fan clutch solenoid, removed and replaced fan clutch solenoid, tested engine fan kicks off
when needed no issues,

Qty	Item	Description	Price	Extended
		Labor to perform repairs		110.00
1	750F/A06-60501-005	SOLENOID VALVE-PNEU/ELE	73.42	73.42

Total Labor: 110.00 Total Parts/Other: 73.42 Operation Total: 183.42



WICHITA FALLS FREIGHTLINER
2901 JACKSBORO HWY.
WICHITA FALLS, TX 76302
(940) 767-9201 Fax: (940) 767-8074

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 3

SERVICE INVOICE

SERVICE INVOICE

SS750054892:01

Cash

PAID JUL 21 2016

!!! NEW! DIRECT SERVICE# 940-767-9804 !!!
HOURS M-F: 7AM - 7PM SAT: 8AM-4PM SUN: CLOSED

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

1. Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
2. Disclaimer for Parts. No warranty on the product sold hereby is made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
3. Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
4. Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
5. Mechanic's Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Parts	527.25
Labor	550.00
Sublet	0.00
Misc.	28.00
Sub Total	1,105.25
Misc Supplies	53.90
Taxes	48.19
Total	1,207.34

Customer Signature: _____

Print: _____

E-mail: _____

0D567 - L27



Invoice

OTC Order #232 187865

TA NEW BRAUNFELS

Page

4817 IH 35 NORTH

NEW BRAUNFELS, TX 78130 (830) 600-9395

ANTHONY S NELSON 830-608-9395

ASHLEY ENGLAND 775-815-0534

For Questions or Concerns:

8 DRIVE TIRES - ALL BRANDS

GUARANTEED LOWEST PRICE

Service Dept Manager:

District Manager:

Company Name		Driver's Name		District Manager:		OTC	
SHOP CUSTOMER		TRIP#				232 187865	
Address		CO#	Pymt Type	Card # 5600171651636031	112.08	PO #	Authorized by 726069
24601 CENTER RIDGE ROAD					0.00		
		Tax Exempt #		Written by		Work Performed by	
				KWT			
City	State	Zip	Written		Began	Completed	Paid
WRESTAKE	OH	44145	08/24/16				08/24/16 15:25
Make #	Year	Make/Model	License #		odometer	VIN #	Engine Make/Model
Miles #	Year	Make/Model	License #		Mileometer		
Work Requested							

SERVICE	P.O.#	PART NUMBER	DESCRIPTION	UOM	REG. PRICE	PRICE	QTY	EXTENDED AMOUNT
	470 005		15 ABS GREEN CABLE	EA	104.99	104.99	1.00	104.99
					AMOUNT TENDERED: 112.00 ENV/NST Tax: 0.00 TOTAL \$ 112.00 CHANGE RETURNED: 0.00			
Parts :	104.99	New Tires :	Total :	104.99	Non-taxable :	0.00		
Labor :	-	Used Tires :	Discount :	0.00	Taxable :	104.99		
Oil :	0.00	Trade-In :	Net :		Tax :	7.09		

LIMITED WARRANTY

WHAT IS WARRANTED AND FOR HOW LONG? Subject to the terms hereof, including the exclusions and other limitations listed below, parts purchased at any TravelCenters of America location (each, a "TA Location") will be, at our sole option, repaired or replaced without additional charge if they fail due to a defect for a period of one (1) year from the date of purchase. Service work (labor) performed at a TA Location is warranted to be free from defect in workmanship for 120 days from the date of service. If you purchase a used tire at a TA Location and the tire fails due to a defect within seven (7) days of purchase, we will, at our sole option, repair or replace the used tire. These limited warranties do not apply to products or vehicles used for racing or off-road purposes, or to damage caused by abuse, accident or neglect. New tires and batteries are warranted separately by the manufacturer and not included in this warranty.

EXCLUSIONS: Consumable materials and parts (such as antifreeze, oil, filters) are not included in this warranty.

FEES AND TAXES NOT INCLUDED. Fees, including, without limitation, waste disposal fees, are not included in this warranty and must be paid by you. In addition, Florida law requires us to collect a \$1.00 fee for each new tire sold and \$1.50 for each new or remanufactured battery sold in the state. This fee is not covered by the warranty and must be paid by you. Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you.

ADDITIONAL EXCLUSIONS FOR REFRIGERATION SYSTEMS: TA's scope of services for refrigeration system tractors and trailers covers only external component repairs and specifically excludes the refrigeration system itself. Maintenance items that will not be serviced include, but are not limited to, any internal component of the refrigeration system, the freon filter, the upper belts that require fan replacement and condensers. TA specifically disclaim any responsibility for the refrigeration system, loss of use of the refrigeration system, damage, loss or spoliation of the contents of the refrigerated trailer, lost time, inconvenience, loss of use of the tractor/trailer or any other incidental or consequential damage or loss.

HOW CAN A CLAIM BE MADE UNDER THE LIMITED WARRANTY? No warranty will be honored without strict adherence to the following procedure: You must notify us immediately of any part or service failure by visiting the TA Location that sold the warranted parts and/or performed the warranted service work or by calling us at 1-800-632-9240. If the original TA Location is not convenient for you, please telephone us at 1-800-632-9240 and we will direct you to an alternative TA Location. The owner/driver is responsible for presenting the vehicle to the TA Location as specified above. The original invoice from the TA Location at which the part was purchased and/or the work was performed **MUST** be presented in order to get the benefit of the limited warranty.

WARRANTY LIMITED. THE OBLIGATIONS UNDERTAKEN IN THESE LIMITED WARRANTIES ARE OFFERED ONLY ON THE ABOVE ITEMS AND UNDER THE EXPRESS CONDITIONS SET FORTH, AND MAY NOT BE ENLARGED OR ALTERED BY ANYONE. NO WARRANTIES ARE MADE, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PARTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR AS OTHERWISE PROVIDED BY LAW.

NO COVERAGE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE ONLY REMEDIES THE PURCHASER HAS IN CONNECTION WITH THE PURCHASE OF PRODUCTS OR SERVICES FROM TA ARE THOSE SET FORTH ABOVE. IN NO EVENT WILL TA OPERATING LLC, ANY COMPANY AFFILIATED WITH TA OPERATING LLC, OR ANY FRANCHISEE OF TA OPERATING LLC (OR ITS AFFILIATES) BE LIABLE FOR BUSINESS INTERRUPTIONS, LOSS OF SALES AND/OR PROFITS, RENTAL OR SUBSTITUTE EQUIPMENT, COSTS OF DELAY OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES. PURCHASER ASSUMES ALL LIABILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCTS BY THE PURCHASER.

CONSUMER RIGHTS: This limited warranty gives you specific legal rights; you may also have other rights which vary from state to state.

YOUR SATISFACTION is important to us. If for any reason you are not satisfied with the service you receive, contact the Truck Services manager of the TA Location where service was provided.

GIVEN BY: TA Operating LLC, d/b/a TravelCenters of America, 24601 Center Ridge Road, Suite 200, Westlake, Ohio 44145.



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*** www.rushtruckcenters.com ***

INVOICE DATE
08/26/2016 18:11:39CST
INVOICE NUMBER/ACCT DOC NUMBER
30083690348
CUSTOMER NO. BRANCH
273041. 10C5
PAGE: 1 of 04

Service Invoice

ROSEN TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP BODA TX 78610-3523 US
TO : 888-243-6241

US

ANY WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE SERVICE/COMMUNICATION AUTHORIZATION INPUT CARD BETWEEN RUSH AND CUSTOMER, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMERS IN CONNECTION WITH THE SERVICES.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
D93334536	10729923	888-977-2787	6943-Francisco Gonzales	

Cust Dr. It # 230101
Phone # 888-977-2787

License #
Contact #

COMPLETION DATE: 08/25/2016
UNIT:

YEAR: 2013 MAKE/MODEL: FREIGHTLINER/ONK:FRL
MILEAGE: 242,988

SERIAL: 1FCJGEBG6DLBL7368

Date in Service.....:

Front Diff Model...:

Engine Make/Model.: /

Front Diff Serial.:

Engine Serial No...:

Rear Diff Model :

Trans Model.....; /

Rear Diff Serial...

Job 1 CUSTOMER STATES, CHECK ENGINE LIGHT ON

DERATED, CHECK AND ADVISE.

Ref. # 429903

Ref. # 429903
Connect to ECM and check DTC's. Active codes for Intake NOX and engine derated. Several inactive codes and all codes have no data snapshot. Entered all codes in fault code analyzer. Was directed to I/S 3697 for bad ECM memory. Flashed ECM with latest software CL10055.37-CL10055.44. Fault code 3232 returned immediately. Upon inspection of intake NOX sensor noted connector was broken and NOX sensor had been replaced very recently. Check connector and found seal is missing and pins are damaged from water entering plug. Ordered new NOX sensor and plug repair kit. Customer requested DPf be replaced. Removed Exhaust piping. Disconnected wiring harness. Removed DPf assembly from under truck. Removed intake NOX sensor. Ordered DPf and gaskets. Installed new NOX sensor. Installed new plug on NOX sensor harness. Installed new DPf and gaskets. Performed stationary regen. Cleared inactive codes.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA	3687334RX:CX	SENSOR,NITROGEN OXIDE	EXC	463.12	EA	463.12
1.000	EA	28722980-C1:CX	SENSOR,NITROGEN OXIDE-CORE	CHG	93.10	EA	93.10
1.000	EA	4919556:CE	CONNECTOR,ELC REPAIR		29.57	EA	29.57
			PO # 4503283694				
1.000	EA	2871578RX:CX	FILTER,PARTICULATE	EXC	890.63	EA	890.63
1.000	EA	2871581D-C1:CX	FILTER,PARTICULATE-CORE	CHG	1995.03	EA	1995.00
1.000	EA	2871453:CE	GASKET, AFM DEVICE		101.86	EA	101.86
2.000	EA	2880215:CE	GASKET, AFM DEVICE		21.71	EA	43.42
2.000	EA				12.72	EA	25.46

SUBTOTAL		TAX STATUS/STATE	SALES TAX	PLEASE PAY
				CONTINUED
			This invoice contains an itemized list of repairs and is part of and subject to the terms of the Authorization Repair Card	
			TERMS	

Customer or Customer's Agent X

This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer ("Terms"). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.



RUSH TRUCK CENTER, AUSTIN - 8049
16370 S. IH-35
BUDA TX 78610-3523 US
888-243-6241

INVOICE DATE 06/26/2016 18:11:30CST	
INVOICE NUMBER/ACCT DOC NUMBER 3003690348	
CUSTOMER NO. 273641	BRANCH 1005
PAGE: 2 of 04	

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*** www.rushtruckcenters.com ***

MSC/NORTH AMERICAN VAN 7F79
C/O PACCAR PARTS FLT SR
SOLD P.O. Box : 10922
TO : SHANNEE MISSION XS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16370 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 888-243-6241

ANY WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD, RUSH TRUCK CENTERS, ITS EMPLOYEES, AGENTS, AND/OR AFFILIATES DO NOT ASSUME ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER BY CONNECTION WITH THE SERVICES.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	888-977-2787	6943-Francisco Gonzales	

LABOR SUBTOTAL: 1200.00
PARTS SUBTOTAL: 3642.16
MISC SUBTOTAL: 0.00
EPA FEE SUBTOTAL: 4.00
SHOP SUPPLIES FEE: 120.00
MACHINE CHARGE: 25.00
JOB SUBTOTAL: 4991.16

Employee(s) on above job : C0002292,

Job 4 REINSTALL DRIVE SHAFT.

Install drive line.

Sales Qty UOM Item number

Item description

CORE	Unit rate	Per	Extension
LABOR SUBTOTAL:	72.00		
PARTS SUBTOTAL:	3.00		
MISC SUBTOTAL:	0.00		
EPA FEE SUBTOTAL:	4.00		
SHOP SUPPLIES FEE:	7.20		
MACHINE CHARGE:	0.00		
JOB SUBTOTAL:	83.20		

Employee(s) on above job : C0002292,

Job 44 CORES

CORES

Sales Qty UOM Item number
- 1.000 EA 2071581D-C1:CX

Item description

FILTER, PARTICULATE-CORE

CORE	Unit rate	Per	Extension
RET	1995.00- EA		1995.00-
LABOR SUBTOTAL:	0.00		
PARTS SUBTOTAL:	1995.00 CR		
MISC SUBTOTAL:	0.00		
EPA FEE SUBTOTAL:	0.00		
SHOP SUPPLIES FEE:	0.00		
MACHINE CHARGE:	0.00		
JOB SUBTOTAL:	1995.00 CR		

Employee(s) on above job :

SALES TAX PLEASE PAY

SUBTOTAL

TAX STATUS/STATE

CONTINUED

This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer (Terms). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.

TERMS
Pay immediately
w/o deduction

Customer or Customer's Agent X

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047
OD567 - L31

RUSH TRUCK CENTER, AJSTIN - S049
16870 S. IH-35
BUDA TX 78610-3523 US
803-243-6241

INVOICE DATE 08/26/2016 18:11:39CST	
INVOICE NUMBER/ACCT DOC NUMBER 3003690348	
CUSTOMER NO. 273041	BRANCH 1005
PAGE: 3 of 34	

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*** WWW.rushtruckcenters.com ***

MSC/NORTH AMERICAN VAN 7F79
C/O PACCAR PARTS FLT SR
SOLD P.O. Box : 10922
TO : SHAWNEE MISSION KS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 803-243-6241

ANY WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE SERVICE COLLISION REPAIR AUTHORIZATION INPUT CARD BETWEEN RUSH AND CUSTOMER, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH FURTHER ASSURES NOR AUTHORIZES ANY OTHER PERSON TO ASSURE FOR ANY LINK, ITY, CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
DS334536	10729923	888-977-2787	6943-Francisco Gonzales	

REMIT TO:
MULTI SERVICE CORPORATION
C/O PACCAR PARTS FLEET SERVICE
P.O. Box 10922
SHAWNEE MISSION KS 66225-9022

*TOTAL LABOR: 1272.00
*TOTAL PARTS: 1647.16
*TOTAL MISC.: 0.00
*TOTAL EPA.: 8.00
*TOTAL SHOP.: 127.20
*TOTAL MACHINE: 25.00

SERVICE GATE CHARGE AUTHORIZATION: 543343
SERVICE GATE CHARGE REFERENCE: 4758377111
CARD NUMBER: XXXXXXXXXXXX9067

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service Collision Repair Authorization Input Card prepared by Rush for Customer (Rush Terms). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.

TERMS
Pay immediately
w/o deduction

Customer or Customer's Agent X _____

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 May 02 3:52 PM-17CV004047

0D567 - L32



RUSH TRUCK CENTER, AUSTIN - S049
16870 S. IH-35
BUDA TX 78610-3523 US
888-243-6241

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P. 1

INVOICE DATE 06/26/2016 16:11:39CST	
INVOICE NUMBER/ACCT DOC NUMBER 3003690348	
CUSTOMER NO. 273042	BRANCH 1003
PAGE: 4 of 04	

MSC/NORTH AMERICAN VAN 7E79
C/O PACCAR PARTS FLT SR
SOLD P.O. Box : 10922
TO : SHAWNEE MISSION KS 66225-9022
US

Service Invoice

RUSH TRUCK CENTER, AUSTIN
16870 S. IH-35
SHIP BUDA TX 78610-3523 US
TO : 888-243-6241

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CUSTOMER-EO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISON	SALES REP
DS334536	10729923	988-977-2787	6943-Francisco Gonzales	

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
2019.30		149.09	3228.45
		TERMS	
		Pay immediately w/o deduction	

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Customer or Customer's Agent X _____



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 4

LONESTAR
TRUCK GROUP

SERVICE INVOICE



SERVICE INVOICE

SS540065918:01

Bill-To Customer 9602
CUMMINS WARRANTY
, TX 79602

Owner RAWBD
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
PINNACLE
5001 US HIGHWAY 30, WEST
FORT WAYNE, IN 46818
V.I.N. 1FUJGEBG6DLBL7368
Customer Fleet ID 230101
Year 13
Make FTL
Model CASCADIA

P.O. Number / Auth#

30634

Invoice Date

02/06/2017

Pinnacle / CBS#

Vehicle Unit ID # DLBL7368

Inv Limit
0.00

0

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
01/05/2017	270,559	SWC	ZERO	5000716	5000716	05/09/2013	(800) 348-3732

*EXPRESS CHASSIS ELECTRICAL COMPLAINT

2

Claim Number

Condition C/A CEL ON, LOSS OF POWER

Cause CONTROL# 13217484

Correction CHECKED FAULT CODES AND FOUND CODE 115 ACTIVE INTAKE MANIFOLD PRESSURE LOW. CHECKED UNIT AND FOUND INTAKE MANIFOLD BOLT MISSING AND LEAKING BOOST PRESSURE. EGR VALVE WILL NEED TO BE REMOVED AND CLEANED, DELTA P VALVE AND PORTS WILL NEED TO BE CLEANED. INTAKE MANIFOLD PRESSURE SENSOR AND EGR PRESSURE SENSOR WILL NEED TO BE REMOVED AND CLEANED.
FOUND CODE 778 CURRENT AND INACTIVE ENGINE CAMSHAFT SPEED SENSOR ERRATIC. SENSOR AND HARNESS WILL NEED TO BE CHECKED AND POSSIBLE SENSOR NEEDS TO BE REPLACED. GEAR TRAIN MAY NEED TO BE CHECKED FOR POSSIBLE DAMAGE.
CHECKED VOLTAGE AT CAM SPEED SENSOR. HAD 5.0 VOLTS, WHICH WAS WITHIN SPECIFICATION. RECOMMEND CLEANING ALL INTAKE SENSORS AND EXHAUST SENSORS. REPLACING EGR VALVE. INSTALLING BOLT IN INTAKE MANIFOLD. A MANUAL REGEN WILL NEED TO BE PERFORMED TO IDENTIFY ANY FURTHER FAILURES. REMOVED AIR FILTER HOUSING AND EGR CROSSOVER TUBE. REMOVED AIR COMPRESSOR AIR LINES. REMOVED FRONT BUMPER AND DRAINED COOLANT. REMOVED INTAKE MANIFOLD AND EGR VALVE AND RELATED PIPING. CLEANED INTAKE MANIFOLD. REPAIRED THREADS IN CYLINDER HEAD TO INSTALL INTAKE MANIFOLD. CLEANED ALL EGR RELATED PORTS AND SENSORS. INSTALLED NEW EGR VALVE AND INSTALLED INTAKE MANIFOLD. AWAITING CAMSHAFT POSITION SENSOR AND EGR PRESSURE SENSOR. INSTALLED CAM POSITION SENSOR AND EGR PRESSURE SENSOR. ASSEMBLED UNIT AND STARTED UNIT. UNIT HAD A MISS STILL AND DIED. DISCONNECTED EXHAUST SYSTEM AND UNIT STARTED AGAIN. SMOKING EXTREMELY BADLY. POSSIBLE CAUSES ARE OVER FUELING INJECTORS. ALL SENSORS WERE READING CORRECTLY AND FUEL PRESSURE WAS NORMAL. RECOMMEND ISOLATING INJECTORS TO TRY AND IDENTIFY FAILED INJECTORS. ALSO THERE IS A GOOD POSSIBILITY THERE WILL BE DPF DAMAGED OR CLOGGING. WE CAN EITHER DROP AND INSPECT THE DPF OR WAIT UNTIL AFTER OVERFUELING PROBLEM HAS BEEN RESOLVED AND PERFORM A MANUAL REGEN TO SEE IF ANY PROBLEMS ARISE.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		5,940.00
1	540C/4928594	SENSOR,PRESSURE	103.42	103.42
6	540C/2881758	KIT,ENGINE PISTON	612.81	3,676.86
6	540C/4309389	KIT,LINER	153.00	918.00
6	540C/4089405	SET,ROD BEARING (STD)	58.88	353.28
1	540C/4026684	GASKET,OIL PAN	173.98	173.98
1	540C/3678756	SEAL,O RING	6.69	6.69
1	540C/4965487	CORE,COOLER	333.73	333.73
2	540C/4973532	GASKET,OIL COOLER CORE	6.51	13.02
1	540C/3609755	GASKET,LUB OIL CLR HSG	67.61	67.61
1	540C/3820320	PLUNGER,BYPASS VALVE	7.44	7.44

LONESTAR
TRUCK GROUPSHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 2 of 4

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

1	540V/FG LF14000NM	LUBE FILTER NANO NET	46.85	46.85
1	540C/4386009RX	HEAD,CYLINDER	4,642.25	4,642.25
1	540C/4376104	KIT,UPPER ENGINE GASKET	1,035.75	1,035.75
1	540C/4298628	CAMSHAFT	1,726.25	1,726.25
2	540C/2872405PX	INJECTOR, XPI	928.45	1,856.90
4	540C/3347939	SEAL,O RING	2.61	10.44
2	540C/2894829	CONNECTOR,INJ FUEL SUPP	67.89	135.78
2	540C/2872717	SEAL,INJECTOR	3.16	6.32
6	540C/3687058	NOZZLE,PISTON COOLING	11.89	71.34
1	540V/FG FF5776	FUEL FILTER	52.48	52.48
1	540C/4386047	LEVER,ROCKER	55.19	55.19
1	540C/4059329	CROSSHEAD,VALVE	19.14	19.14
1	540C/3957290	VALVE,CHECK	12.19	12.19
1	540C/3688113	PLUG,GEAR COVER	9.95	9.95
1	540C/3686839	CLAMP,T BOLT	17.65	17.65
1	540X/T25233	1/4-28 GR.8 NUT	0.60	0.60
1	540C/5292266	ISOLATOR,THERMAL	3.38	3.38
2	540S/QWI 23519396	EXTENDED LIFE RED MIX 50	11.25	22.50
-1	540C/4386009RX-CORE	HEAD,CYLINDER	687.50	-687.50
-2	540C/2872405PX-CORE	INJECTOR, XPI	312.50	-625.00
1	540C/4386009RX-CORE	HEAD,CYLINDER	687.50	687.50
2	540C/2872405PX-CORE	INJECTOR, XPI	312.50	625.00

Total Labor: 5,940.00

Total Parts/Other: 15,378.97

Operation Total: 21,318.97



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 4

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

*CUMMINS ENGINE COMPLAINT

5

Claim Number

Condition

NEED APPROVAL FOR ADDITIONAL 3 HOURS TROUBLESHOOTING

Cause

Correction

ATTEMPTED TO ISOLATE MISFIRING INJECTOR. WAS UNABLE TO ISOLATE. REMOVED VALVE COVER AND INSPECTED OVERHEAD. FOUND #3 INTAKE BRIDGE BROKEN. CHECKED OVERHEAD AND FOUND VALVES NOT CORRESPONDING WITH TIMING MARK. CHECKED ENGINE BASE TIMING AND FOUND CAMSHAFT OUT OF TIME. CHECKED ENGINE HISTORY AND FOUND ENGINE OVERSPEED CONDITION. MAX RPM WAS 5785 RPM. CAMSHAFT AND CAM GEAR WILL NEED TO BE REPLACED. ALL ROCKER ARMS AND SHAFTS WILL NEED TO BE INSPECTED FOR DAMAGE. ALL MAIN BEARING AND ROD BEARINGS WILL NEED TO BE INSPECTED. COMPLETE GEAR TRAIN WILL NEED TO BE INSPECTED FOR DAMAGE. WILL NOT FULL EXTEND OF DAMAGE UNTIL ENGINE DISASSEMBLED AND ALL COMPONENTS INSPECTED.

CONTACTED CUMMINS. WAS ADVISED TO TAKE PICTURES OF FAULT CODES AND DAMAGE. SEND IN PICTURES, SEND IN ECM IMAGE. REMOVE INJECTORS ONE AT A TIME AND INSPECT FOR BLOWN OFF TIPS AND BORE SCOPE CYLINDERS FOR SIGNS OF DAMAGE. THEN AIR EACH CYLINDER UP AND CHECK FOR LEAKING CYLINDERS. REMOVE OIL PAN AND INSPECT #1 AND #4 MAINS AND CORRESPONDING CYLINDER RODS. INSPECT OIL PUMP FOR DAMAGE. CUT OPEN OIL FILTER AND INSPECT FOR METAL IN OIL. CALL BACK AND ADVISE. EDS SESSION IS DSBMJ7406. ALL PICTURES HAVE ALREADY BEEN ATTACHED TO EDS SESSION AND ECM IMAGE IS ATTACHED TO ECM IMAGE.

PREPARED TRUCK TO PUSH OUT OF SHOP

00-139 0.3 1 100 0.3 1 100 0.3 Part Photograph/ECM Images/Datalogs to Factory Ser
00-401 0.5 1 100 0.5 1 100 0.5 Steam Clean - Complete Engine
00-714 0.5 1 100 0.5 1 100 0.5 Engine - Diagnostic Road Test
00-724 0.3 1 100 0.3 1 100 0.3 INSITE - Use During Troubleshooting
00-901 0.4 1 100 0.4 1 100 0.4 Administrative Time - Open and Close Repair Order
00-903 0.9 1 44 0.4 1 44 0.4 Engine - Paint
00-906 0.1 1 100 0.1 1 100 0.1 Administrative Time - Open and Close Web-Based Cla
01-046 24.6 1 88 21.6 1 88 21.6 Piston and Liner - Remove and Install, First
01-131 0.4 2 100 0.8 2 100 0.8 Bearings, Main and Thrust - Remove and Install, Ea
01-151 0.9 5 100 4.5 5 100 4.5 Piston and Liner - Remove and Install, Each Addit
05-189 1.0 1 100 1.0 1 100 1.0 Fuel Pump Gear Pump Module - Remove and Install (C
05-804 0.2 1 100 0.2 1 100 0.2 Fuel Pump - Gear Pump Pressure and Fuel Filter Res
06-447 0.2 1 100 0.2 1 100 0.2 Fuel Drain Flow - Measure
06-704 1.8 1 100 1.8 1 100 1.8 Injector - Isolation Test, All
07-001 0.2 1 100 0.2 1 100 0.2 Oil Filter - Cut Open and Inspect Spln on Type
07-065 0.2 1 100 0.2 1 100 0.2 Lubricating Oil Cooler Element - Remove and Instal
07-553 8.0 1 100 8.0 1 100 8.0 Lubricating Oil Cooler Assembly - Remove and Insta
11-039 1.0 1 100 1.0 1 100 1.0 Aftertreatment Stationary Regeneration
17-006 0.4 1 100 0.4 1 100 0.4 Wheel and Tire Single Assembly - Remove and Instal
17-103 1.0 1 100 1.0 1 100 1.0 Air Conditioner System - Evacuate and Recharge
190-6040A 0.3 1 100 0.3 1 100 0.3 Air Cleaner Assy R / R - DTNA
266-6010A 4.5 1 100 4.5 1 100 4.5 Radiator R / R with CAC - DTNA
828-6025A 0.5 1 100 0.5 1 100 0.5 Cowl tray (rain tray) - DTNA
556-6017B 0.9 1 100 0.9 1 100 0.9 FASCIA OR CHROME CENTER, FRONT BUMPER, R/R

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other:

Operation Total:

LONESTAR
TRUCK GROUPSHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 4 of 4

SERVICE INVOICE

SERVICE INVOICE

SS540065918:01

THANK YOU FOR YOUR BUSINESS

New direct service phone number: 318-938-1041

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

- Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warrant its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
- Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
- Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
- Mechanics Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9.600, Texas Business and Commerce Code.

Parts	15,378.97
Labor	5,940.00
Sublet	0.00
Misc.	0.00
SubTotal:	21,318.97
Misc Supplies	0.00
Taxes:	0.00
Total:	21,318.97

Customer Signature: _____

Print: _____

E-mail: _____

LONESTAR
TRUCK GROUPSHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070Texas: Abilene, Bryan, San Angelo, Texarkana, ..
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 1 of 3

SERVICE INVOICE



SERVICE INVOICE

SS540065918:02

Bill-To Customer LA
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
SHREVEPORT, LA 71119Owner LA
NORTH AMERICAN VAN LINES ROAD
SERVICE/PAPER
SHREVEPORT, LA 71119

P.O. Number / Auth#

230101

Invoice Date

02/10/2017

Pinnacle / CBS#

Vehicle Unit ID # DLBL7368

Inv Limit
0.00

V.I.N. 1FUJGEBG6DLBL7368

Customer Fleet ID 230101

Year 13

Make FTL

Model CASCADIA

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
01/05/2017	270,559	SCH	COD	6401341	5401341	05/09/2013	(610) 662-2381

*FREE COURTESY INSPECTION

1

Claim Number

Condition *FREE COURTESY INSPECTION 20281

Cause

Correction

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other: 0.00

Operation Total: 0.00

3

*QUALITY CHECK AND TEST DRIVE

Claim Number

Condition *QUALITY CHECK AND TEST DRIVE

Cause

Correction PERFORMED QC AND TEST DRIVE, ALL GOOD.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		67.50

Total Labor: 67.50

Total Parts/Other: 0.00

Operation Total: 67.50

4

*INSTALL DRIVELINE AND/OR CHECK DRIVELINE

Claim Number

Condition DRIVELINE COMPLAINT

Cause

Correction INSTALLED DRIVELINE.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		67.50



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 2 of 3

SERVICE INVOICE

SERVICE INVOICE

SS540065918:02

Total Labor: 67.50

Total Parts/Other: 0.00

Operation Total: 67.50

6

*PERFORM DYNO

Claim Number

Condition *PERFORM DYNO

Cause

Correction PERFORMED DYNO, ALL GOOD.

Qty	Item	Description	Price	Extended
		Labor to perform repairs		250.00

Total Labor: 250.00

Total Parts/Other: 0.00

Operation Total: 250.00

7

PARTS, LABOR AND FREIGHT NOT COVERED UNDER WARRANTY

Claim Number

Condition PARTS, LABOR AND FREIGHT NOT COVERED UNDER WARRANTY

Cause

Correction

Qty	Item	Description	Price	Extended
		Labor to perform repairs		1,080.00
1	540F/12-15354-000	DRAIN VALVE-MANUAL PULL	12.74	12.74
1	540C/3903112	SCREW,HEX FLANGE HEAD	4.81	4.81
1	540C/3688347	GASKET,INTAKE MANIFOLD	46.25	46.25
1	540C/4352302NX	KIT,EGR VALVE	1,255.69	1,255.69
1	540C/2872277	SENSOR,POSITION	25.21	25.21
1	540C/2872279	SENSOR,POSITION	24.61	24.61
-1	540C/4352302NX-CORE	KIT,EGR VALVE	156.25	-156.25
12	540S/PIC 4520	NON-CLOR BRAKE CLNR	4.90	58.80
1	540L/LBF LAF6260	AIR FILTER	84.70	84.70
2	540S/ACA 07447	S/B 7447 GENL PURP	1.98	3.96
2	540K/1U5617	DISC	4.36	8.72
1	540K/1U5516	DISC	2.63	2.63
1	540S/PEX 81950	ULTRA SLICK ENGINE	4.33	4.33
1	540C/4352302NX-CORE	KIT,EGR VALVE	156.25	156.25
1	FRT	FREIGHT	60.00	60.00
1	fit	FREIGHT/on clamp	25.00	25.00
1	FRT	FREIGHT FOR GEAR PLUG	25.00	25.00

Total Labor: 1,080.00

Total Parts/Other: 1,642.45

Operation Total: 2,722.45



SHREVEPORT TRUCK CENTER
7300 GREENWOOD RD
SHREVEPORT, LA 71119
(318) 938-9955 Fax: (318) 938-7070

Texas: Abilene, Bryan, San Angelo, Texarkana,
Temple, Tyler, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington
Louisiana: Shreveport

Page 3 of 3

SERVICE INVOICE

SERVICE INVOICE

SS540065918:02

8

*TOW / WRECKER

Claim Number

Condition *TOW / WRECKER

Cause

Correction

Qty	Item	Description	Price	Extended
		Labor to perform repairs		0.00

Total Labor: 0.00

Total Parts/Other: 0.00

Operation Total: 0.00

Ed Bank # 7797239413
Auth. # 04137901
For \$ 1532.56

Ed Bank # 7797239413
Auth. # 04145901
For \$ 2000.00

2/14/17
C/M

THANK YOU FOR YOUR BUSINESS
New direct service phone number: 318-938-1041

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

1. **Disclaimer for Labor.** Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
2. **Disclaimer for Parts.** Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
3. **Parts Return Policy.** Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 5, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
4. **Terms.** Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
5. **Mechanic's Lien Notice.** Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Parts	1,532.45
Labor:	1,465.00
Sublet:	0.00
Misc:	110.00
Sub Total:	3,107.45
Misc Supplies:	143.57
Taxes:	301.54
Total:	3,552.56

CASH SALE
V. R. Rags

Customer Signature: [Signature]

Print: _____

E-mail:

Jeld: 5381500

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
GENERAL DIVISION, COURT OF COMMON PLEAS**

GUY L REECE, II

CASE TITLE: LARRY HARGIS -VS- CUMMINS INC ET AL

CASE NUMBER: 17CV004047

CLERK'S ORIGINAL CASE SCHEDULE

	LATEST TIME OF OCCURRENCE
CASE FILED	05/02/17
INITIAL STATUS CONFERENCE	*****
INITIAL JOINT DISCLOSURE OF ALL WITNESSES	09/19/17
SUPPLEMENTAL JOINT DISCLOSURE OF ALL WITNESSES	11/14/17
TRIAL CONFIRMATION DATE	11/28/17
DISPOSITIVE MOTIONS	02/06/18
DISCOVERY CUT-OFF	02/20/18
DECISIONS ON MOTIONS	04/03/18
FINAL PRE-TRIAL CONFERENCE/ORDER (OR BOTH)	*****
TRIAL ASSIGNMENT	05/14/18 0900AM

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
GENERAL DIVISION, COURT OF COMMON PLEAS**

CASE TITLE: LARRY HARGIS -VS- CUMMINS INC ET AL

CASE NUMBER: 17CV004047

**TO THE CLERK OF COURTS, YOU ARE INSTRUCTED TO MAKE:
CERTIFIED MAIL**

**DOCUMENTS TO BE SERVED:
COMPLAINT COMPLAINT AND JURY DEMAND**

PROPOSED DOCUMENTS TO BE SERVED:

**UPON:
DAIMLER TRUCKS NORTH AMERICA LLC
C/O CT CORPORATION SYSTEM
1300 EAST NINTH STREET
CLEVELAND, OH 44114**

**CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215**

JUVENILE CITATIONS ONLY:

HEARING TYPE:

__ Date already scheduled at : Courtroom:

**Electronically Requested by: ELIZABETH AHERN WELLS
Attorney for:**

E2730 - N10

MARYELLEN O'SHAUGHNESSY

CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215
CIVIL DIVISION

LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF,
VS.

CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215,

DEFENDANT.

17CV-05-4047

CASE NUMBER

FILED
COMMON PLEAS COURT
FRANKLIN CO OHIO
2017 MAY -4 PM 12:37
CLERK OF COURTS-CV

**** SUMMONS ****

05/02/17

TO THE FOLLOWING NAMED DEFENDANT:

DAINLER TRUCKS NORTH AMERICA LLC
C/O CT CORPORATION SYSTEM
1300 EAST NINTH STREET
CLEVELAND, OH 44114

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,
BY: LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF
THE PLAINTIFF'S ATTORNEY IS:

ELIZABETH A. WELLS
BURDGE LAW
2299 MIAMISBURG CENTERVIL
DAYTON, OH 45459

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S
ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY
OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE
OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A
COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED
AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY
CLERK OF THE COMMON PLEAS
FRANKLIN COUNTY, OHIO

BY: JOYCE A. BRAUNMAN, DEPUTY CLERK

(CIV370-S03)

E2730 - N11

MARYELLEN O'SHAUGHNESSY
CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215
CIVIL DIVISION

LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF,
VS.

CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215,

DEFENDANT.

17CV-05-4047

CASE NUMBER

**** SUMMONS ****

05/02/17

TO THE FOLLOWING NAMED DEFENDANT:

CUMMINS INC
C/O CORPORATION SERVICE
50 W BROAD ST STE 1330
COLUMBUS, OH 43215

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,

BY: LARRY HARGIS
3116 NE MAYFLOWER
LAWTON, OK 73507,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF
THE PLAINTIFF'S ATTORNEY IS:

ELIZABETH A. WELLS
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DAYTON, OH 45459

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S
ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY
OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE
OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A
COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED
AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY
CLERK OF THE COMMON PLEAS
FRANKLIN COUNTY, OHIO

BY: JOYCE A. BEAUMAN, DEPUTY CLERK

(CIV370-803)

FILED
FRANKLIN COUNTY
COMMON PLEAS COURT
2017 MAY - 4 PM 12:37
CLERK OF COURTS-CV

E2730 - P96

FROM

MARYELLEN O'SHAUGHNESSY
FRANKLIN COUNTY CLERK OF COURTS
373 SOUTH HIGH STREET
COLUMBUS, OHIO 43215-4579

C E R T I F I E D
M A I L
R E C E I P T

05/03/17

FILED
COMMON PLEAS COURT
FRANKLIN CO OHIO
2017 MAY -4 PM 12:33
CLERK OF COURTS-CV

CUMMINS INC
C/O CORPORATION SERVI
50 W BROAD ST STE 133
COLUMBUS, OH
43215

17CV-08-4047 H

LARRY HARGIS
VS
CUMMINS INC

SERVICE ITEM: 01
ORIGINAL SUMMONS

CERTIFIED
NUMBER

9214890119 522802358847

CIV354

E2730 - P97

FROM

MARYELLEN O'SHAUGHNESSY
FRANKLIN COUNTY CLERK OF COURTS
373 SOUTH HIGH STREET
COLUMBUS, OHIO 43215-4579

C E R T I F I E D
M A I L
R E C E I P T

05/03/17

FILED
CLERK OF COURTS
FRANKLIN CO. OHIO
2017 MAY 14 PM 12:33
CLERK OF COURTS
FRANKLIN CO. OHIO

DAIMLER TRUCKS NORTH
C/O CT CORPORATION SY
1300 EAST NINTH STREE
CLEVELAND, OH
44114

17CV-05-4047 H

LARRY HARGIS
VS
CUMMINS INC

SERVICE ITEM: 01
ORIGINAL SUMMONS

CERTIFIED
NUMBER

9214890119 522802358830

CIV354



FILED
COMMON PLEAS COURT
FRANKLIN CO., OHIO

2017 MAY 18 PM 3:14

CLERK OF COURTS-CV

Date Produced: 05/15/2017

COC.

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 1952 2802 3588 47. Our records indicate that this item was delivered on 05/08/2017 at 12:10 p.m. in COLUMBUS, OH 43215. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "James H. All".

Address of Recipient :

A handwritten address in black ink, appearing to read "50 W. Broad St." with "4320" written above the end.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 4321517CV004047HARG

LARRY HARGIS,)
)
 Plaintiff,) CASE NO.: 17 CV 004047
)
 -VS-) JUDGE GUY L. REECE II
)
)
CUMMINS, INC., ET AL.,)
)
 Defendants.)

Pursuant to Local Rule 13.01, Defendant Cummins, Inc. (“Cummins”) and Plaintiff Larry Hargis (“Plaintiff”) hereby stipulate that Cummins shall have through Wednesday, June 7, 2017 in which to answer, move, or otherwise plead in response to Plaintiff’s Complaint. No other extension of time has been sought by Cummins in this matter, and the extension does not exceed twenty-eight (28) days.

CERTIFICATE OF SERVICE

I hereby certify that on June 5, 2017, I electronically filed the foregoing with the Clerk of Court via the e-Filing system, which will send a notice of electronic filing to the following:

Ronald L. Burdge
Elizabeth Ahern Wells
2299 Miamisburg-Centerville Road
Dayton, Ohio 45459-3817
Ron@OhioLemonLaw.com
Beth@OhioLemonLaw.com

Daimler Trucks North America, LLC
c/o CT Corporation System, S/A
1300 East Ninth Street
Cleveland, Ohio 44114

/s/ Kelly E. Mulrane

Kelly E. Mulrane